

## U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Alexandria Group International	2. Registration Number 6707
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3. Primary Address of Registrant 411 S. Hicks Street Lawrenceville, Virginia 23868
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4. Name of Foreign Principal Investbank JSC	5. Address of Foreign Principal 85 Bulgaria Boulevard Sofia 1404 Bulgaria
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6. Country/Region Represented Bulgaria
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7. Indicate whether the foreign principal is one of the following: <input type="checkbox"/> Government of a foreign country <sup>1</sup> <input type="checkbox"/> Foreign political party <input type="checkbox"/> Foreign or domestic organization: If either, check one of the following: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Partnership  <input checked="" type="checkbox"/> Corporation  <input type="checkbox"/> Association </div> <div> <input type="checkbox"/> Committee  <input type="checkbox"/> Voluntary group  <input type="checkbox"/> Other (<i>specify</i>) _____ </div> </div> <input type="checkbox"/> Individual-State nationality _____
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8. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant n/a  b) Name and title of official with whom registrant engages n/a
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<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages  
n/a
- b) Aim, mission or objective of foreign political party  
n/a

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10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

Investbank JSC is a fully licensed and accredited Bulgarian universal commercial bank that provides a range of retail banking and financial services and products to businesses and individuals.

- b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>

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11. Explain fully all items answered "Yes" in Item 10(b).

n/a

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


12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

The majority shareholder interest (52.77 percent) of Investbank is owned by Festa Holding AD. (Festa Holding AD is 86.1 percent-owned by Petia Slavova. Each of her two children owns 6.95 percent.) Petia Slavova owns 10.55 percent of the shares of Investbank. The remaining shares are owned by a variety of individuals and legal entities.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
July 24, 2021	Marshall Harris	 /s/ Marshall Harris eSigned
		
		
		



U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

**1. Name of Registrant**

Alexandria Group International

**2. Registration Number**

6707

**3. Name of Foreign Principal**

Investbank JSC

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? July 15, 2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The registrant will contact U.S. policymakers and opinion-shapers to advance the principal's business and reputational goals regarding its relations with the U.S. Administration, Congress, media, think-tanks, and other entities. The registrant will also advise the principal on related Investbank corporate issues and provide it with analyses of political, economic, and foreign trade developments.

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9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

The registrant will contact U.S. policymakers and opinion-shapers, including U.S. officials in the Executive Branch, Members of Congress, trade group, think-tank experts, media representatives, and other individuals and entities as necessary to advance the principal's above-mentioned agenda and goals.

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10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act<sup>1</sup>.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Same as number 9.

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11. Prior to the date of registration<sup>2</sup> for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

n/a

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
n/a	n/a	n/a	n/a

12. During the period beginning 60 days prior to the obligation to register<sup>3</sup> for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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Total

13. During the period beginning 60 days prior to the obligation to register<sup>4</sup> for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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<sup>1</sup> "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

<sup>2,3,4</sup> Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

**EXECUTION**

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date	Printed Name	Signature
July 23, 2021	Marshall Harris	<div>Sign</div> /s/ Marshall Harris eSigned
		<div>Sign</div>
		<div>Sign</div>
		<div>Sign</div>



**CONTRACT**

Today, July 15, 2021 in Virginia, U.S.A.,  
between the parties:

**1. INVESTBANK JSC**, Sofia, registered in the Commercial Register of the Registry Agency in compliance with the Commercial Register Act, with UIC № 831663282 and registered office address: 85 Bulgaria Blvd, Sofia 1404, Bulgaria, represented by Vesela Ivanova Koleva - Djidjeva and Maya Ivanova Stancheva – executive directors, hereinafter referred to as **THE BANK**

and

**2. ALEXANDRIA GROUP INTERNATIONAL LLC** registered in Virginia, U.S.A., with registered office address: 411 South Hicks Street, Lawrenceville, Virginia, 23868, represented by Marshall Harris, hereinafter referred to as **THE FIRM**

with a view to the agreement that both parties have reached, the following contract was concluded:

**Art.1.** Both parties agree that the FIRM shall assist the BANK with its agenda as it relates specifically to its business and reputational relations with the U.S. Administration, Congress, and media, think-tanks, and other opinion-shapers.

**Art.2.** The Firm commits to:

- Contact key members of both houses of the U.S. Congress and U.S. Administration officials from relevant departments and agencies in Washington, U.S. Embassy Sofia, and elsewhere abroad as necessary to advance the BANK's business and reputational goals as well as any related corporate enterprises.

**ДОГОВОР**

Днес, 15 юли 2021 г., в .....  
между страните:

**1. ИНВЕСТБАНК АД** – гр. София, регистрирано в Търговския регистър при Агенцията по вписванията съгласно Закона за търговския регистър, с ЕИК 831663282, със седалище и адрес на управление - гр. София, бул. "България" №85, представлявано от Весела Иванова Колева - Джиджева и Мая Иванова Станчева – изпълнителни директори, наричано по-долу "БАНКАТА",

и

**2. АЛЕКСАНДРИЯ ГРУП ИНТЕРНЕСЪНЪЛ ЛЛС**, регистрирано в САЩ, щат Вирджиния, със седалище и адрес на управление : гр. Лорънсвил, ул. Саут Хикс № 411, представлявано от г – н Маршал Харис, наричано по-долу "ФИРМАТА".

и с оглед на постигнатото между страните съгласие, се сключи следният договор:

**Чл.1.** Страните се съгласяват, че ФИРМАТА ще подпомага БАНКАТА в дейността ѝ, доколкото тя се отнася до нейните бизнес и репутационни отношения с администрацията на САЩ, Конгреса и медиите, мозъчните тръстове и други формирания, оказващи влияние върху общественото мнение.

**Чл.2.** Фирмата се ангажира да:

- Осъществява контакт с ключови членове на двете камари на американския конгрес и служители на американската администрация от съответните отдели и агенции във Вашингтон, посолството на САЩ в София и където и да е в чужбина, ако е необходимо, за да се подпомогне осъществяването на бизнес и репутационните



<ul style="list-style-type: none"> <li>• Increase exposure – including by scheduling in-person meetings as necessary and feasible – of the BANK’s issues before the media and think-tank and advocacy communities.</li> <li>• Provide timely analyses of U.S. policy, political, international economic, trade, human rights, democratization, and related developments.</li> <li>• Undertake other special assignments and/or projects, provided that they are mutually agreed to by both parties.</li> </ul> <p><b>Art.3.</b> During the term of this contract the BANK agrees to pay the FIRM a monthly retainer of \$31,000, with the first payment, constituting three months of services, or \$93,000, due upon the signing of this contract. Subsequent monthly payments shall become due on the fifteenth day of October, November, and December 2021. The Firm will issue bills to the BANK for these payments. The FIRM will not bill separately for incidental expenses, but will bill quarterly for U.S. official filing fees (estimated at less than \$1000 during the course of this contract), travel-related expenses, and special projects (such as mass document production and transmission). Travel-related expenses by members of the Firm or other persons whom the BANK designates and special projects must be approved in advance by the BANK.</p> <p><b>Art.4.</b> The BANK and the FIRM shall be able to terminate this contract at any time, by thirty-days’ written notice. If this contract is terminated, the BANK will take whatever steps are necessary to evidence that the FIRM is free</p>	<p>цели на БАНКАТА и всички свързани корпоративни предприятия.</p> <ul style="list-style-type: none"> <li>• Увеличава представянето - включително чрез планиране на лични срещи, ако е необходимо и осъществимо - на делата на БАНКАТА пред медиите и мозъчните тръстове и общностите, които осигуряват застъпничество.</li> <li>• Предоставя своевременни анализи на политиката на САЩ, политическата, международната икономика, търговията, правата на човека, демократизацията, и свързаното с тях последващо развитие.</li> <li>• Изпълнява други специални задачи и/или проекти, при условие, че те са одобрени от двете страни.</li> </ul> <p><b>Чл.3.</b> За срока на настоящия договор БАНКАТА се съгласява да плаща на ФИРМАТА месечна такса в размер на \$ 31 000, като първото плащане, обхващащо период на предоставяне на услуги от 3 месеца, /или общо \$ 93 000/, е дължимо при подписването на този договор. Последващите месечни плащания ще бъдат дължими, съответно на 15 октомври, 15 ноември и 15 декември 2021 г. ФИРМАТА ще издава фактури на БАНКАТА за тези плащания. ФИРМАТА няма да издава фактури отделно за инцидентни разходи, а ще фактурира на тримесечие за официални такси за подаване на документи в САЩ (изчислени на по-малко от 1000 щатски долара за срока на този договор), пътни разходи и специални проекти (като изготвяне и предаване на голямо количество документи). Пътните разходи на членове на ФИРМАТА или други лица, които БАНКАТА е посочила, както и специалните проекти, трябва да бъдат предварително одобрени от БАНКАТА.</p> <p><b>Чл.4.</b> БАНКАТА и ФИРМАТА могат да прекратят настоящия договор по всяко време, с 30-дневно писмено предизвестие. Ако този</p>
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from any obligation to perform further, and to pay us for unpaid fees, charges for related expenses, and services incurred to the date of termination. We agree further that this agreement shall not include provision of legal services.

**Art.5** This engagement shall be effective as of July 15, 2021, and will continue in effect until January 14, 2022, unless otherwise agreed by the parties.

**Art.6** In case of discrepancy between Bulgarian and English text, English text shall prevail.

For the BANK:

*Vesela Ivanova Koleva - Директор*



*Maya Ivanova Stanchera*

For the FIRM:

*Marshall Hume*

договор бъде прекратен, БАНКАТА ще предприеме необходимите стъпки, да покаже, че ФИРМАТА е освободена от всякакви понататъшни задължения, както и да плати на ФИРМАТА неплатените такси, такси за свързани разходи и услуги, направени до датата на прекратяването. Страните се съгласяват, че това споразумение не включва предоставяне на правни услуги.

**Чл.5.** Този договор влиза в сила от 15 юли 2021 г. и ще продължи да действа до 14 януари 2022 г., освен ако страните уговорят друго.

**Art.6** В случай на разминаване между българския и английския текст, английският текст има предимство.

ЗА БАНКАТА:

*Vesela Ivanova Koleva - Директор*



*Maya Ivanova Stanchera*

ЗА ФИРМАТА:

*Marshall Hume*